


THIS AMENDMENT:	
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ORIGINAL

STAFF PROPOSED AMENDMENT NO. 1

TIME/DATE PREPARED: 01/28/10 at 3:00 p.m.

COMPANY: Southern Sunrise Water Company, et al.

AGENDA ITEM NO. 4

W-20453A-06-0247, W-20454A-06-0248, W-20453A-06-0251,
W-20454A-06-0251, W-01646A-06-0251, W-01868A-06-0251,
W-02235A-06-0251, W-02316A-06-0251, W-02230A-06-0251,
W-01629A-06-0251 AND W-02240A-06-0251

OPEN MEETING DATE: 02/02-03/2010

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Line 6:


After "Agreement" INSERT ", attached hereto as Exhibit 1,"

Make all conforming changes.

Arizona Corporation Commission

DOCKETED

JAN 28 2010

DOCKETED BY	
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AZ CORP COMMISSION
DOCKET CONTROL

2010 JAN 28 P 3:32

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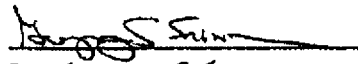
Borderline Agreement
Between
East Slope Water Company and Southern Sunrise Water Company

Whereas: Southern Sunrise Water Company ("SSWC") can serve customers within the Mountainside subdivision, a recorded plat in Cochise County, which is west of Calle de la Rosa, the border between the CC&Ns of SSWC and East Slope Water Company ("ESWC"). Mountainside is within the CC&N of ESWC. This agreement is made to allow SSWC to serve this area like its predecessor Cochise Water Company, and to protect the interest of ESWC in their CC&N which includes the Mountainside subdivision.

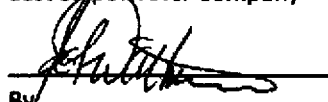
1. This Agreement renews annually unless conditions in section 3 below are met.
2. SSWC owns the infrastructure used to serve customers within the Mountainside subdivision. SSWC will continue to maintain the infrastructure at no cost to ESWC. Future lines and meters installed, if any, will be at the expense of SSWC. ESWC will incur no liability in the area and SSWC shall hold harmless from all claims, including Court costs and attorney fees, ESWC from the operation of SSWC.
3. If ESWC extends lines to serve those customers in Mountainside, the installed infrastructure that meets current standards for water delivery will be sold to ESWC at depreciated value. For purposes of this Agreement, the original value of the infrastructure installed in 1998 is \$61,112 (see attached). Any additional infrastructure installed after the date of this Agreement shall have the value of the cost of such addition, which will be supported by invoices at the time of sale from SSWC to ESWC as prescribed under this Agreement.
4. In the event ESWC is unwilling or unable to provide adequate water service within 7 years from the date of this Borderline Agreement, ESWC will support SSWC (or its successors in interest) in SSWC's application, when and if made, to the ACC to transfer the portion of ESWC's in which the subject customer properties are located.
5. SSWC will use its tariff to bill the customers served under this Agreement.

Dated this 25th day of September, 2009

Southern Sunrise Water Company
dba LIBERTY WATER


By: Gregory S. Sorenson
Its Director of Operations

East Slope Water Company


By: _____
Its Owner